



CITY OF RALEIGH TERMS AND CONDITIONS

1. **Mail or deliver all invoices to the “City of Raleigh, Accounts Payable, PO Box 590, Raleigh, North Carolina 27602-0590.”**
2. **Important: All invoices must include this purchase order number.** Invoices submitted without the correct purchase order number will result in delayed payment.
3. Invoices for partial deliveries must be indicated as such.
4. The vendor must provide separate invoices for each purchase order number.
5. **The City of Raleigh is not exempt from North Carolina State Sales Tax, Wake County Sales Tax, and Wake County Prepared Meals and Hotel Room Taxes.** These taxes must be correctly invoiced to the City for payment. Taxes shown on the purchase order are approximate.
6. The City of Raleigh is exempt from Federal Excise Tax. If any form of such tax is billed on the invoice, it must be shown as a separate item. Tax Exemption Certificates will be furnished upon request.
7. Payment term discounts will be deducted as provided for on the front of this purchase order or in accordance with the terms of your official quotation or bid. **Net purchases will be paid 30 days from the date of your invoice, or upon acceptance of goods whichever is later.**
8. **Important: All packages must bear the correct purchase order number on the outside of each package or shipping container.**
9. The City of Raleigh will not be responsible for any goods delivered without a purchase order having been issued.
10. The conditions of this order cannot be modified except by written amendment in the form of “Corrected Purchase Order” which has been approved by the City of Raleigh’s Purchasing Manager.
11. Any rejected materials will be returned to the vendor at the vendor’s risk and expense.
12. In the event of a vendor’s failure to deliver or perform as specified, the City reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The vendor agrees that the City may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.
13. In case of default of the contractor, the City may procure the articles or services from other sources and charge the contractor damages for any excess costs or other damages caused by the default.
14. It is agreed that the goods, materials, equipment or services provided shall comply with all Federal, State or local laws, and that the vendor shall defend actions or claims brought, and save harmless the City, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.
15. All prices must be F.O.B. Destination and delivered to the destination indicated on the front of the purchase order. Where specific purchase is quoted or negotiated F.O.B. Shipping Point, the vendor is to prepay the shipping charges and add them to the invoice.
16. The risk of loss and damage to the goods which are the subject of this order shall be the vendor’s until the goods are delivered to the destination set out in the order and accepted by the purchaser or its representative.
17. The vendor acknowledges that it is the policy of the City of Raleigh to avoid commercial promotion of products used by the City or the vendors of such products. The vendor accordingly agrees not to solicit, use, or disseminate commercial advertisement founded upon the City’s purchase and/or use of the goods which are the subject of this order, and specifically agrees not to seek or use for advertising purposes the endorsement of goods or products by City officers or employees.
18. The City may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous customer, practice or course of dealing to the contrary. Acceptance of the order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order.
19. All matters relating to this purchase shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this purchase shall be Wake County, North Carolina.